



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 174] CHANDIGARH, TUESDAY, DECEMBER 16, 2025 (AGRAHAYANA 25, 1947 SAKA)

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 10th December, 2025

No. 576549-HII(2)-2025/19171.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **47/2025 dated 17.10.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

HARISH MANAV S/O SH. RAMESH KUMAR, R/O 2165A, SECTOR 66, MOHALI
(PUNJAB). (WORKMAN)

AND

1. M/S OUTLOOK PUBLISHING (INDIA) PVT. LTD., INDRANIL ROY, CEO (APPOINTING AUTHORITY), OUTLOOK PUBLISHING (INDIA) PVT. LTD.
 - i. 266, OKHLA PHASE III, OKHLA INDUSTRIAL ESTATE, NEW DELHI - 110020.
 - ii. WINDSOR, 7TH FLOOR, CST ROAD, NEW BANDRA KURLA COMPLEX, SANTACRUZ EAST, MUMBAI - 400098
2. GIRDHAR JHA, EDITOR (HINDI), OUTLOOK PUBLISHING (INDIA) PVT.LTD.
 - i. 266, OKHLA PHASE III, OKHLA INDUSTRIAL ESTATE, NEW DELHI - 110020.
 - ii. WINDSOR, 7TH FLOOR, CST ROAD, NEAR BANDRA COMPLEX, SANTACRUZ EAST, MUMBAI - 400098.
3. HR MANAGER, OUTLOOK PUBLISHING (INDIA) PVT.LTD., 266, OKHLA PHASE III, OKHLA INDUSTRIAL ESTATE, NEW DELHI - 110020. (MANAGEMENT)

Signature Not Verified
Digitally signed by
SURESH BALA
Date: 2025.12.16
15:42:14 IST
Reason: Published
Location:

AWARD

1. Workman Harish Manav has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

(1955)

This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>

2. Briefly stated, the applicant-workman was appointed as Senior Assistant Editor on 22nd March, 2018 and has continuously served the respondent-Company for 7 years and 3 months with an unblemished service record. On 3rd June, 2025, the respondents-management illegally & arbitrarily terminated the services of the applicant-workman without any inquiry, show cause notice or compliance of the principles of natural justice. From 3rd April, onwards, there were pressing phone calls asking for resignation and in response to that the workman wrote a request e-mail on 11th April and 9th May, 2025 to the appointing authority CEO Mr. Indranil Roy, followed by the contradictory e-mail communications by the HR Department of the respondent-Company on 8th May, 2025 stating the last working day as 31st May, 2025 and e-mail dated 9th May, 2025 recalling the earlier 'No Dues Clearance', e-mail dated 29th May, 2025 reiterating the last working day as 31st May, 2025 and finally e-mail dated 3rd June, 2025 terminating the services of the workman. The contradictory actions show arbitrariness, malicious intent and procedural illegality. The termination has resulted in grave loss as the applicant-workman has been forcibly terminated 31 months before attaining the retirement age of 58 years, which is against fair labour practices and amounts to illegal retrenchment. Prayer is made that termination dated 3rd June, 2025 may be set aside and the respondents-management may be directed to pay compensation for illegal termination, gratuity for 7 years and 3 months of service, full salary for remaining 31 months until retirement i.e. in January, 2028.

3. During the pendency of the present industrial dispute, the workman made a statement, which reads as under :-

"Stated that I do not want to pursue with the present Industrial Dispute Reference and I withdraw the same. I am making the statement out of my free consent. The self-attested copy of my aadhar card is Annexure A-I. The present Industrial Dispute Reference may be disposed off accordingly."

4. In view of the above statement, the present industrial dispute in hand stands disposed off being not pressed. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . . ,

Dated : The 17th October, 2025

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 10th December, 2025

No. 576721-HII(2)-2025/19175.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **41/2022 dated 24.10.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAJINDER KUMAR S/O LATE SH. ROSHAN LAL R/O H. NO. 15-A, ATTAWA, SECTOR 42-C, CHANDIGARH. (WORKMAN)

AND

1. ST.XAVIER'S SENIOR SECONDARY SCHOOL, SECTOR 44-C, CHANDIGARH.
2. ST.XAVIER'S SENIOR SECONDARY SCHOOL, SECTOR 44-C, CHANDIGARH THROUGH ITS CHIEF ADMINISTRATOR DR. MS. IVORINE CASTELLAS.
3. MERVIN WEST, PRINCIPAL, ST. XAVIER'S SENIOR SECONDARY SCHOOL, SECTOR 44-C, CHANDIGARH.
4. MR. B.S. BISHT, SCO NO. 866, CABIN NO. 14, MANIMAJRA, CHANDIGARH (INQUIRY OFFICER). (MANAGEMENT)

AWARD

1. Workman Rajinder Kumar has presented Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated, the claim of the workman is that he was appointed as Sweeper (unskilled worker) by the respondent-management on 01.04.1998. Since he was illiterate, the management took the benefit of the same and did not issue any appointment letter to him rather a service agreement was executed between him and respondent-management No.1 through respondents-management No. 2&3, being Chief Administrator and Principal of the school and having full control of employer. The workman submitted that he remained in service of respondents-management No.1 to 3 w.e.f. 01.04.1988 till 11.08.2006 continuously and uninterruptedly. He has rendered 18 years and 4 months of service with the respondents-management. The workman further submitted that during service tenure his work & conduct remained satisfactory and there was no single complaint against him. The regular deductions were made from his salary w.e.f. the year 1998 as per the Rules of the employment and his salary was ₹ 4,572/- per month after deduction of PF and LIC. The workman further stated that on 09.08.2006, he availed two days leave to visit holy place in Himachal Pradesh but due to unavoidable circumstances on 11.08.2006, he got late by few minutes to reach the school due to which he was not allowed to enter school premises. He stated that on 12.08.2006, he again went to the school to join his duty but he was not allowed to enter the school premises by the Gatekeeper on the instructions of the respondents-management. He tried his level best to contact respondents-management No.2 & 3 but all in vain. On 17.08.2006, he received a letter whereby it was informed that his services were terminated w.e.f. 11.08.2006. He submitted that his services were terminated without any memo, charge sheet or inquiry and without payment of any compensation. It is submitted that the workman has completed more 240 days of regular duty. He approached the Civil Court challenging his unlawful dismissal and the respondents were directed to hold inquiry within two months from the date of passing of the judgment. It is stated that the

respondents-management as well as the Inquiry Officer were having knowledge of the fact that the workman was illiterate. The workman had apprised the respondents-management to allow him an outsider to assist himself in the inquiry but his request was rejected and the workman could not defend himself in a proper manner and the inquiry conducted was favourable to the respondent without giving sufficient opportunity to the workman to defend himself. The workman challenged the unfair inquiry which was decreed in his favour and the respondent challenged the said decree by way of appeal and the appeal was accepted by the Learned Court. Thereafter, the workman served demand notice dated 12.06.2018 upon the respondents-management through registered post claiming the wages till 31.03.2018 but no reply was received by the workman. Ultimately, he approached the Assistant Labour Commissioner by filing application under Section 2A read with Section 11 of the ID Act. The respondents-management appeared and orally admitted the claim of the workman but the matter could not be settled down. It is stated that there is delay in filing of present claim statement which was caused due to the reason that the workman is illiterate and after passing the order by the Court of the Assistant Labour Commissioner he was advised that order was sent by the post but no order was received by him. In the meantime, his mother fell and he remained busy to look after her. Thereafter he was not allowed to enter the office of the Assistant Labour Commissioner due to COVID-19. On 08.03.2021, the applicant went to the office of Assistant Labour Commissioner and received the copy of order by hand but he was not aware about the limitation for filing of the application. When the workman showed the order passed by the Assistant Labour Commissioner to his known Advocate, then it was disclosed that the time for filing claim statement before this Court has already been elapsed. It is prayed that he may be reinstated with continuity of service with full back wages and 10% compound interest plus litigation expenses of ₹ 30,000/-. Hence, the claim statement.

3. The respondents-management No.1 to 4 filed reply to the claim statement taking preliminary objection on the ground of maintainability. It is submitted that the workman has already availed the remedy before the Civil Court, Chandigarh and the Civil Court passed the judgment & decree dated 09.02.2011 which was challenged by way of filing Civil Appeal and despite the pendency of the appeal, the workman pursuant to the judgment & decree dated 09.02.2011, participated in the departmental inquiry proceedings and after conducting the departmental proceedings, the services of the workman were terminated vide order dated 06.06.2011. The workman challenged the order dated 06.06.2011 by filing Civil Suit, which was decided on 29.11.2014 by judgment & decree in favour of the workman. The respondent-management challenged the said judgment dated 29.11.2014 by way of filing an appeal and the said appeal was allowed vide judgment & decree dated 07.04.2018. It is submitted that the workman had challenged the termination / dismissal and the same was in accordance with the service agreement dated 01.08.1988. The workman did not challenge the order of Appellate Court dated 07.04.2018 which has attained finality because the suit was for the enforcement of the terms of service agreement dated 01.08.1988 which does not fall within the category of Industrial Dispute.

4. On merits, it is stated that the service agreement contained all the conditions of appointment of the workman. The service agreement was signed by the workman at his own volition in presence of the witness. It is denied that the appointment of the workman was made taking benefit of alleged illiteracy of the workman. Further, the workman was sanctioned leave for 09.08.2006 and 10.08.2006 and thereafter he did not report for 11.08.2006 which tantamounts the violation of terms of service agreement as a consequence, he was informed of termination of his service on 11.08.2006 which was sent through registered post. There was no procedure prescribed for holding inquiry in the service agreement, however, the inquiry was held as per the directions of the Civil Court vide judgment & decree dated 09.02.2011 wherein he participated and defended himself. Even the defence assistant was allowed to him despite the fact that the same is not the part of the service agreement. The workman did not prefer any appeal before the Hon'ble High Court against the judgment & decree dated 07.04.2018 passed in first appeal. Prayer was made for dismissal of the claim statement.

5. The workman filed replication wherein he denied the averments made in the written statement and reiterated the averments of claim statement.

6. From the pleadings of the parties, following issues were framed vide order dated 22.05.2023 :-

1. Whether the termination of services of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all other consequential benefits along with interest, as prayed for ? OPW
3. Whether the present reference / claim statement is not maintainable ? OPM
4. Relief.

7. Thereafter, both the parties were called upon to lead their respective evidence.

8. In evidence of the workman, workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence documents :-

Copy of salary certificate dated 07.02.2006 issued in favour of the workman by Sh. N. S. Rauthan, Chief Account Officer	Exhibit 'A1'
Certified copy of order dated 09.02.2011 passed by Sh. Barjinder Pal Singh, Civil Judge (Jr. Division), Chandigarh	Exhibit 'A2'
Certified copy of order dated 29.11.2014 passed by Ms. Harpreet Kaur, Civil Judge (Jr. Division), Chandigarh	Exhibit 'A3'
Certified copy of order dated 07.04.2018 passed by Sh. Rajnish Kumar Sharma, Additional District Judge, Chandigarh	Exhibit 'A4'
Calculation sheet	Exhibit 'A5'
Legal notice dated 12.06.2018 sent by the workman to managements through registered post	Exhibit 'A6'
Postal receipts dated 13.06.2018	Exhibit 'A6/1'
Copy of failure report bearing memo No.6539 dated 26.09.2018 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh	Exhibit 'A7'

Thereafter, Learned Representative for the workman closed the evidence on behalf of the workman in affirmative.

9. In evidence of the management, Anil Kumar Gosain- Deputy Manager, St. Xavier's Senior Secondary School, Sector 44-C, Chandigarh appeared as MW1 and tendered his affidavit Exhibit 'MW1/A'. He also tendered into evidence copies of documents:-

Inquiry report dated 01.05.2011	Exhibit 'MW/1'
Reply/comments dated 01.06.2011 submitted by workman to the inquiry report dated 01.05.2011	Exhibit 'MW/2'
Order of dismissal dated 06.06.2011	Exhibit 'MW/3'
Service agreement dated 01.08.1988	Exhibit 'MW4'

Thereafter, the Learned Representative for the managements No.1 to 4 closed the evidence. 10. No rebuttal evidence was led by the Learned Representative for the workman.

11. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issues No.1 to 3

12. All these issues are taken up together being interlinked and in order to avoid repetition. The workman is required to prove issues No.1 & 2 whereas the management is required to prove issue No.3.

13. Learned Representative for the workman submitted that the workman was working as Sweeper with respondent-school and he has rendered more than 18 years of service. He had applied two days leave in the year 2006 which was sanctioned. He could not appear in school in time and his services were terminated w.e.f. 11.08.2006 without giving any opportunity to defend himself.

14. On the other hand, Learned Representative for the management submitted that the workman had preferred the industrial dispute in hand after he had availed the remedy before the Civil Court. He argued that the matter stands already adjudicated before the Court of Law on the same cause of action and therefore, the claim statement is not maintainable. He argued that the workman was given opportunity to defend himself as proper inquiry was conducted in pursuance to the judgment of the Civil Court. He prayed that the workman is not entitled for any relief as prayed for.

15. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

16. The workman Rajinder Kumar has appeared as AW1 and has deposed that he was appointed as Sweeper with respondent-school w.e.f. 01.04.1988 and taking the benefit of his illiteracy, the respondent-management did not issue him any appointment letter rather the service agreement was executed between him and respondent-management No.1. He deposed that he remained in service of respondent-management No.1 to 3 w.e.f. 01.04.1988 till 11.08.2006 i.e. for the period of 18 years and 4 months. He was paid monthly wages of ₹ 4,579/- after deduction of PF and LIC. He further testified that from the date of appointment, he had been performing his duty with full devotion and dedication. He availed two days on 09.08.2006 to visit holy place in Himachal Pradesh but due to unavoidable circumstances on 11.08.2006, he got late to reach school due to which he was not allowed to enter into the school premises. On 12.08.2006, again he went to school to join his duty but he was not allowed to enter school premises. Despite repeated requests, he was not allowed to enter the school premises. On 17.08.2006, it came to his knowledge vide letter received from the respondent that his services have been terminated w.e.f. 11.08.2006. He deposed that after termination of his service, he approached the Civil Court challenging his dismissal and the respondents were directed to hold inquiry within two months from the date of passing of judgement. He deposed that the Inquiry Officer gave inquiry report in favour of the respondent-management and the workman challenged the said unfair inquiry and the same was decreed in his favour. He deposed that the said decree was challenged by way of appeal by the respondent-management and the appeal was accepted. He deposed that he served demand notice dated 12.06.2018 upon the management but no reply was received from them.

17. On the other hand, MW1 Anil Kumar Gosain deposed that the workman was appointed as Sweeper and the service agreement executed contained all the conditions of appointment. His work & conduct was not satisfactory and there were complaints against him. After availing sanctioned leave for 09.08.2006 and 10.08.2006, he did not report for duty on 11.08.2006 which tantamounts the violation of the terms of service agreement as a consequence of which his services were terminated on 11.08.2006 and information in that

regard was sent by the post. No procedure was prescribed for holding inquiry in the service agreement, however, inquiry was held as per judgment & decree dated 09.02.2011. The workman participated in the inquiry proceedings and even defence assistance was allowed to him. He deposed that the workman has not preferred a second appeal before the Hon'ble High Court against judgment & decree dated 07.04.2018 and the same has attained finality.

18. It transpires from the record that the workman has stated that he was appointed as Sweeper by the respondents on 01.04.1988 and he has produced on record his salary certificate dated 07.02.2006 (Exhibit 'W1') issued by the Chief Account Officer, St. Xavier's Senior Secondary School wherein it is mentioned that the workman was working in that institution as Sweeper since 1st April, 1988. This fact is not denied and disputed by the management.

19. The workman has contended that no appointment letter was issued to him rather service agreement was executed between him and respondent-management No.1-school through respondents-management No.2 & 3. The respondents have admitted that the service agreement dated 01.08.1988 was executed with the workman and the same contained all the conditions of his appointment and the said service agreement was signed by him in the presence of the witness. It is denied that the appointment of the workman was made taking benefit of his alleged illiteracy. The respondent-management has produced on record the service agreement dated 01.08.1988 (Exhibit 'MW/4') executed between St. Xavier's School management and the workman. The perusal of the service agreement (Exhibit 'MW/4') reveals that the said agreement runs in three pages and it bears signatures of the workman on each & every page. The said agreement has been executed in the presence of witness. The workman during his cross-examination stated that he did not remember whether any service agreement was executed between him and the management and he voluntarily stated that his signatures were taken in the year 1988 by the management-School. The workman during his oral testimony has not specifically denied the execution of service agreement rather he chose to give evasive reply qua the execution of service agreement. The service agreement bears signatures of the workman on each & every page. His evasive denial in the cross-examination with regard to service agreement goes to show that the same was executed.

20. The workman has stated that he had availed two days leave on 09.08.2006 to visit holy place in Himachal Pradesh but due to unavoidable circumstances on 11.08.2006, he got late to reach the school due to which he was not allowed to enter into the school premises and again on 12.08.2006, he went to the school to join regular duty but he was not allowed to enter the school premises and his services were terminated on 11.08.2006. Clause 3 of the service agreement (Exhibit 'MW/4') entered into between the parties on 01.08.1988 mentions that if an employee proceeded on leave without obtaining prior permission, or overstay / exceeds the sanctioned leave without getting it sanctioned, then an employee's services shall be liable for termination without any further reference / notice. The workman, admittedly, filed a Civil Suit at District Court, Chandigarh and the same was decided by the Court of Shri Barjinder Pal Singh - the then Learned Civil Judge (Junior Division), Chandigarh vide judgment & decree dated 09.02.2011 (Exhibit 'A2'). The Learned Civil Judge (Junior Division) directed the respondents to hold an inquiry within two months from the date of judgement whereby providing opportunities to the plaintiff-workman and then to pass a speaking order. In pursuance of the said judgment & decree dated 09.02.2011, the departmental inquiry was initiated against the workman and he was issued a charge sheet dated 08.03.2011. The workman participated in the inquiry proceedings along with co-worker Kamla Devi for his assistance. The workman was afforded opportunity to cross-examine the witness of the management and he was even allowed to examine defence witness Mr. Negi workman. Perusal of the inquiry proceedings (Exhibit 'MW/1') leads no doubt that opportunity of hearing was given to the workman who during his inquiry stated that he was not interested to get his statement recorded rather he would like to produce his written submissions. As such, the workman cannot be allowed to say that he was not given chance to participate in the inquiry proceedings. The Inquiry Officer vide inquiry report dated 01.05.2011 held the workman guilty of the charges leveled against him.

21. The workman during his cross-examination admitted that he had filed the Civil Suit against order of dismissal dated 06.06.2011 and he produced on record copy of judgment dated 29.11.2014 (Exhibit 'A3'). The said Civil Suit was decreed in favour of the workman against which the respondent-management preferred appeal before the Court of Learned Additional District Judge, Chandigarh. The said appeal was accepted by the Learned Additional District Judge, Chandigarh vide judgment & decree dated 07.04.2018 (Exhibit 'A4'). The Learned Additional District Judge vide judgment & decree dated 07.04.2018 (Exhibit 'A4') observed that the observations of the Trial Court that the dismissal order dated 06.06.2011 passed by respondent is illegal, is absolutely incorrect and wrong and workman has no right to seek his reinstatement with continuity of service with all benefits. Resultantly, the impugned judgment & decree dated 29.11.2014 was set aside. The workman had not challenged the judgment & decree dated 07.04.2018 (Exhibit 'A4') and during his oral testimony he admitted that the same has attained finality. The workman had challenged the dismissal order as well as the service agreement by way of filing of Civil Suit before the Civil Court. The said matter stands already adjudicated and accordingly, the workman cannot be allowed to plead the matter on the same cause of action before this Court. Further, the workman during his cross-examination admitted that he was issued many warning letters from the school-management regarding his mis-conduct. MW1 during his oral testimony has placed on record the attested copy of record of leave and three notices issued to the workman (Exhibit 'MW/6' & Exhibit 'MW/7' respectively).

22. It is an admission on the part of the workman that the conciliation proceedings before the Assistant Labour Commissioner were finalized in the year 2018 and the present claim was filed in the year 2022. In his statement of claim, he has duly admitted that there is a delay in filing the present claim statement but he has not made any submission for condonation of delay. The aforesaid facts & circumstances make it clear that the respondent-management had terminated the services of the workman, as per service agreement dated 01.08.1988 duly signed by the workman and the workman has already availed the remedy before the Civil Court and he has not preferred to challenge the order of the first Appellate Court dated 07.04.2018 and therefore, it cannot be said that the termination of his services was illegal. Resultantly, issue No.1 & 2 stands decided against the workman and in favour of the management whereas issue No.3 stands decided in favour of the management and against the workman.

Relief

23. In view of the aforesaid findings on issues above, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . . ,

Dated : The 24th October, 2025

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 10th December, 2025

No. 576734-HII(2)-2025/19179.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **14/2022 dated 23.10.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

VISHESH KUMAR S/O SH. AVDESH KUMAR R/O HOUSE NO. 300/2, SMALL FLATS, MALOYA COLONY, CHANDIGARH. (WORKMAN)

AND

1. THE MANAGING DIRECTOR / OCCUPIER AND MANAGER M/S A.P. ENTERPRISES (REGD.), PLOT NO. 245, INDUSTRIAL AREA, PHASE - 1, CHANDIGARH.
2. THE PROPRIETOR / OCCUPIER AND MANAGER, M/S SYSLOGICS TECHNOLOGIES PVT. LTD., PLOT NO 245, INDUSTRIAL AREA, PHASE - I, CHANDIGARH.
3. THE MANAGING DIRECTOR / OCCUPIER AND MANAGER, A.P. PAPERS MILLS LTD., VILLAGE SAIDPURA, BARWALA ROAD, TEHSIL DERA BASSI, DISTRICT SAS NAGAR, PUNJAB. (MANAGEMENT)

AWARD

1. Workman Vishesh Kumar has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Case of the workman in nutshell is that the workman was engaged by management as Peon w.e.f. 01.08.2017. He had worked continuously with the management up to 30.05.2020. His last drawn wages were ₹ 13,700/-. The management was entirely satisfied with his work & conduct. The management No.1 is running business of sales of craft papers, disposal plates, paper board (Gatta). The management is also running the same type of business under the name & style of M/s Syslogics Technologies Pvt. Ltd. (management No.2). The management is also running another company in Dera Bassi under the name & style of M/s A. P. Papers Mills Limited (management No.3). The workman was appointed by the management No.1 and terminated by the management No.2. During the service period of the workman, his services were also used by management No.3. On 01.06.2020, the management terminated the services of the workman without giving any prior notice. The management had not issued any memo, charge sheet and had not conducted any inquiry before terminating his services. The management had also not paid or offered any notice pay in lieu of notice or compensation to the workman. The job of the workman still exists and juniors to the workman were retained in service. The management has violated Section 25F, 25G & 25H of the ID Act. Prayer is made that termination order may be declared as illegal and workman may be reinstated into service with continuity of service, full back wages and all other applicable consequential benefits.

3. Management No.1 contested the claim of the workman and filed written statement submitting that Vishesh Kumar, son of Avdesh Kumar got a job of Peon in A. P. Enterprises on compassionate ground from 01.05.2019 on the request of his father Avdesh Kumar, who has been working as Peon and workman himself as Avdesh Kumar wanted the management to pay his salary from April, 2019 in cash as he had apprehension that if his salary is credited in his account his status of below poverty line / EWS may change and his flat allotted in Maloya in the year 2019 under the Slum Dwellers Rehabilitation Scheme may be cancelled / withdrawn. Due to COVID-19 Pandemic, office of the management remained locked from 25th March 2020 till 29.10.2020. The workman has alleged that he had continuously worked with the management up to 31.05.2020, whereas from 25.03.2020 till 31.05.2020 there was a total nationwide lockdown. The workman was served a notice on 31.03.2020 that due to lockdown office of the management is locked and services of the workman as Peon were not required so he should be treated as a notice.

4. Management No.2 contested the claim of the workman and filed written statement raising preliminary objections inter alia that the workman was never employed by management No.2; no cause of action has ever accrued in favour of the workman to raise the dispute and he has no locus standi to file the present claim; the workman has not approached this Court with clean hands. Management No.2 was only sharing his office in the same premises with management No.1 as partner of management No.1 - firm and Director of management No.2 is the same. At the time of sudden rise of pandemic COVID-19, the business of the firm got shut down because of the nation wide lockdown and due to shortage of the funds, the Director of management No.2 had paid the salaries of some of the employees of management No.1 from its account. Prayer was made that the claim of the workman may be dismissed.

5. The workman filed separate replications to the written statements filed by management No.1 & 2 wherein he reiterated the contents of the claim statement and opposed the averments made by the managements in their respective written statements.

6. From the pleadings of the parties, following issues were framed vide order dated 04.07.2024 :-

1. Whether the termination of the services of workman is illegal ? If so, to what effect and to what relief he is entitled to ? OPW
2. Whether the workman has no cause of action and locus standi ? OPM (management No.2)
3. Whether the workman has not approached the Court with clean hands ? OPM (management No.2)
4. Relief.

7. In evidence of the workman, workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence copy of information of A. P. Paper Mills Limited downloaded from the website www.zaubacorp.com Exhibit 'AW1/1'.

8. During the pendency of the present industrial dispute, the matter was referred to the Meditation Centre, District Court, Chandigarh where parties settled their dispute amicably. Today i.e. 23.10.2025, Sushil Kumar -Partner of M/s A. P. Enterprises made the statement, which runs as under :-

"Stated that the matter stands settled with Vishesh Kumar before the Meditation Centre, District Court, Chandigarh. I have brought the demand draft No.924481 dated 22.10.2025 for the amount of Rs.35,000/- (Rs. Thirty Five Thousand Only) for making payment to the workman as full & final payment for his all claims in the present case."

The workman made the statement, which runs as under :-

"Stated that I have settled the matter with the respondent-management before the Meditation Centre. I have received the demand draft No.924481 dated 22.10.2025 for the amount of Rs.35,000/- (Rs. Thirty Five Thousand Only) from the respondent Sushil Kumar today in the Court. I will not file any case of gratuity or claim case in any Court of Law against the management-firm. As such, I do not want to pursue my present matter. The present industrial dispute may be disposed off accordingly."

9. In view of the above statements, the present industrial dispute stands disposed off being settled by way of compromise. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 23rd October, 2025

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 10th December, 2025

No. 576742-HII(2)-2025/19181.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **13/2022 dated 23.10.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

AVDESH KUMAR S/O SH. RAJA RAM R/O HOUSE NO. 300/2, SMALL FLATS, MALOYA COLONY, CHANDIGARH. (WORKMAN)

AND

1. THE MANAGING DIRECTOR / OCCUPIER AND MANAGER M/S A.P. ENTERPRISES (REGD.), PLOT NO. 245, INDUSTRIAL AREA, PHASE - 1, CHANDIGARH.
2. THE PROPRIETOR / OCCUPIER AND MANAGER, M/S SYSLOGICS TECHNOLOGIES PVT. LTD., PLOT NO 245, INDUSTRIAL AREA, PHASE - I, CHANDIGARH.
3. THE MANAGING DIRECTOR / OCCUPIER AND MANAGER, A.P. PAPERS MILLS LTD., VILLAGE SAIDPURA, BARWALA ROAD, TEHSIL DERA BASSI, DISTRICT SAS NAGAR, PUNJAB. (MANAGEMENT)

AWARD

1. Workman Avdesh Kumar has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Case of the workman in nutshell is that the workman was engaged by management as Peon w.e.f. 06.03.2010. He had worked continuously with the management up to 31.05.2020. His last drawn wages were ₹ 15,000/-. The management was entirely satisfied with his work & conduct. The management No.1 is running business of sales of craft papers, disposal plates, paper board (Gatta). The management is also running the same type of business under the name & style M/s Syslogics Technologies Pvt. Ltd. (management No.2). The management is also running another company in Dera Bassi under the name & style M/s A. P. Papers Mills Limited (management No.3). The workman was appointed by the management No.1 and terminated by the management No.2. During the service period of the workman, his services were also used by management No.3. On 01.06.2020, the management terminated the services of the workman without giving any prior notice. The management had not issued any memo, charge sheet and had not conducted any inquiry before terminating his services. The management had also not paid or offered any notice pay in lieu of notice or compensation to the workman. The job of the workman still exists and juniors to the workman were retained in service. The management has violated Section 25F, 25G & 25H of the ID Act. Prayer is made that termination order may be declared as illegal and workman may be reinstated into service with continuity of service, full back wages and all other applicable consequential benefits.

3. Management No.1 contested the claim of the workman and filed written statement submitting that the workman was employed with M/s A. P. Enterprises, which was defunct after the death of its Partner Sandeep Goyal on 21.07.2021. The workman had worked with management No.1 till 30.04.2019. The

workman requested the management to give him his salary in cash reasoning that he had been allotted flat in Maloya under the Slum Dwellers Rehabilitation Scheme, on the basis of B.P.L facility / EWS and it will be difficult for him to afford motorcycle expenses if he has to come for job from Maloya and he had apprehension that since he got the flat allotted as Below Poverty Line person, his flat may get cancelled on the basis of his financial status and bank accounts of him and his family. The workman was having alternative source of income also as he was working as insurance agent and was also getting rent from his property in Ram Darbar. When the management expressed its inability to pay his salary in cash then the workman requested that his job of Peon may be given to his son Vishesh Kumar on compassionate grounds as he cannot stop his work of insurance which was more lucrative and is to give life long returns. On repeated requests his job of Peon was given to his son Vishesh Kumar after 30.04.2019.

4. Management No.2 contested the claim of the workman and filed written statement raising preliminary objection that the workman was never employed by management No.2, no cause of action has ever accrued in favour of the workman to raise the dispute and he has no locus standi to file the present claim and further, the workman has not approached this Court with clean hands. Management No.2 was only sharing his office in the same premises with management No.1 as partner of management No.1 - firm and Director of management No.2 is the same. At the time of sudden arise of pandemic COVID-19 the business of the firm got shut down because of the nation-wide lockdown and due to shortage of the funds the Director of management No.2 had paid the salaries of some of the employees of management No.1 from its account. Prayer was made that the claim of the workman may be dismissed.

5. The workman filed separate replications to the written statements filed by management No.1 & 2 wherein he reiterated the contents of the claim statement and opposed the averments made by the managements in their respective written statements.

6. From the pleadings of the parties, following issues were framed vide order dated 04.07.2024 :-

1. Whether the termination of the services of workman is illegal ? If so, to what effect and to what relief he is entitled to ? OPW
2. Whether the workman has no cause of action and locus standi ? OPM (management No.2)
3. Whether the workman has not approached the Court with clean hands ? OPM (management No.2)
4. Relief.

7. In evidence of the workman, workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence copies of documents i.e. Form 'A', 'B' and 'F' submitted by A.P. Enterprises (Regd.), Chandigarh to the Inspector, Shop & Commercial Establishment **Exhibit 'AW1/1' to Exhibit 'AW1/3'** and certificate dated 15.04.2020 relating to the workman issued by Sushil Kumar Jusht, Director, Syslogics Technologies Pvt. Ltd. Exhibit 'AW1/4'.

8. During the pendency of the present industrial dispute, the matter was referred to the Meditation Centre, District Court, Chandigarh where parties settled their dispute amicably. Today i.e. 23.10.2025 Sh. Sushil Kumar -Partner of M/s A. P. Enterprises made the statement, which runs as under :-

"Stated that the matter stands settled with Avdesh Kumar before the Meditation Centre, District Court, Chandigarh. I have brought the demand draft

No.924480 dated 22.10.2025 for the amount of Rs.35,000/- (Rs. Thirty Five Thousand Only) for making payment to the workman as full & final payment for his all claims in the present case."

The workman made the statement, which runs as under :-

"Stated that I have settled the matter with the respondent-management before the Meditation Centre. I have received the demand draft No.924480 dated 22.10.2025 for the amount of Rs.35,000/- (Rs. Thirty Five Thousand Only) from the respondent Sushil Kumar today in the Court. I will not file any case of gratuity or claim case in any Court of Law against the management-firm. As such, I do not want to pursue my present matter. The present industrial dispute may be disposed off accordingly."

9. In view of the above statements, the present industrial dispute stands disposed off being settled by way of compromise. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . . ,

Dated : The 23rd October, 2025

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Mandeep Singh S/o Jasbir Singh R/o # 5553, Ambedkar Awas Yojna, Sector 56, Palsaura Chandigarh, have changed the name of my minor son from Harviraj Singh to Jafateh Singh.

[2108-1]

I, Raj Kamal S/o Ramesh Chand R/o 3479, Sector 35-D, Chandigarh, have changed my minor son name from Arnav to Arnav Pal.

[2109-1]

I, Raj Kamal S/o Ramesh Chand R/o 3479, Sector 35-D, Chandigarh, have changed my minor daughter name from Naira to Naira Pal.

[2110-1]

I, Ashutosh Vaid S/o Ram Gopal Vaid R/o House No. 1230, Sector 15-B, Chandigarh, declare that I have changed my name from Ashutosh Vaid to Ashutosh Vaidya.

[2111-1]

I, Mukhtiar Singh Dahiya S/o Teja Singh R/o # 3, College Campus Govt College of Education Sector 20-D, Chandigarh, have changed my name to Mukhtiar Singh.

[2112-1]

I, Reeta Verma W/o Ram Narayan Verma R/o # 197/2, Sector 45 Burail Chandigarh, have changed my name to Nankiu Verma.

[2113-1]

I, Anita W/o Pawan Kumar R/o # 1215, Vikas Nagar Mauli Jagran, Chandigarh, have changed my name to Anita Devi.

[2114-1]

I, Neha Singh W/o Rahul Garg, H. No. 230, NAC Manimajra Chandigarh, have changed my name from Neha Singh to Neha Garg.

[2115-1]

I, Mamta Rani W/o Vijay Kumar R/o # 2493, Sector 24-C, Chandigarh, have changed my name to Payal Rani.

[2116-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."